

MICHAEL SADEL	:	CIVIL ACTION
Plaintiff,	:	
	:	
v.	:	
	:	09-612
	:	
BERKSHIRE LIFE INSURANCE	:	
COMPANY OF AMERICA, et al.,	:	
Defendants.	:	
	:	

AND NOW, this 28th day of January 2011, upon consideration of Defendants’ Berkshire Life Insurance Company of America (Berkshire) and the Guardian Life Insurance Company (Guardian) Defendants’ Motion for Summary Judgment, or in the alternative, Summary Adjudication” (doc. no. 22), “Plaintiff’s Response to Defendants’ Motion for Summary Judgment, and Counter-Motion for Partial Summary Judgment” (doc. no. 29), and “Defendants’ Motion in Limine to Preclude the Testimony of Plaintiff’s Expert William D. Hager” (doc. no. 48), it is hereby **ORDERED** that:

1. Defendants' Motion for Summary Judgment is **GRANTED**. The Disability Policy and the FIO Policy are rescinded. Plaintiff's claims of (1) violation of the Covenant of Good Faith and Fair Dealing (bad faith); (2) violation of the Unfair Trade Practices and Consumer Protection Law; and (3) breach of contract are **DISMISSED**.
2. Plaintiff's Motion for Partial Summary Judgment is **DENIED**.
3. Defendants' Motion in Limine is **DENIED**.
4. Berkshire will refund the premiums Plaintiff paid under the Disability Policy and FIO Policy.

The \$7,648.20 in benefits paid to plaintiff on a reservation of rights under the Disability Policy shall be offset against any premium refunded to Plaintiff.

The Clerk of Court is directed to enter judgment in favor of Defendants and against Plaintiff.

BY THE COURT

/s/ Mitchell S. Goldberg

MITCHELL S. GOLDBERG, J.